

Employee (hereinafter I, me, my) indicated below, is hereby requesting and authorizing without reservation or limitation my employer and/or PBI Payroll (jointly and severally) to implement direct deposit services of which I willfully provide the following information required to make each and all direct deposit, credit entries, and to initiate debit entries and/or adjustments for any credit entries to my account/accounts listed below.

Employer Name _____
Employer Federal ID# _____
PBI Client#

Employee Name _____
Employee S.S. No. _____
Employee #

I authorize my employer and/or PBI Payroll (as noted above), and any and all financial institution(s) involved in each and every transaction, to deposit my pay automatically to the indicated account(s) and to make any and all adjustments, adjusting entries, debits, including the removal of funds if the employer does not make them available, in which case, I waive any and all rights, I may have to return debit entries to my account and I personally guarantee the return of the funds in question, and I do this without exception and/or limitation.

Bank/Credit Union	ABA/Routing Number	State	Type (circle one)	Amount/ %	Account Number
			Ckg Svg		
			Ckg Svg		
			Ckg Svg		

Please Check One:

	New or Additional Direct Deposit		
	Change the Bank or Account Number on an Existing Direct Deposit	ACCT# TO BE REPLACED:	
	Change the Amount of an existing Direct Deposit	AMOUNT WAS:	AMOUNT CHANGED TO:
	Other Please Explain:		

Attach
Voided
Check
Here

I understand that neither my employer nor PBI Payroll is responsible for bank errors, bank fees, penalties, and/or consequences related to these and/or any banking/funding/financial transactions. It is my sole responsibility to verify deposits on a per pay period basis before writing checks against these funds, and moreover that adequate funds will be and are available for any of my prescheduled, scheduled, and/or automatic payments, withdrawals, disbursements, transfers, and/or other similar monies. I will check with my bank regarding deposit availability.

**See Reverse/Second Page for Further Terms and Conditions
Employee MUST sign this Document per NACHA Regulations**

I hereby agreed to all terms and conditions of this direct deposit authorization and agreement. I hereby additionally agree to all NACHA rules and regulations.

Participating Employer is bound by all NACHA rules and regulations. Employer shall maintain this agreement, signed by both parties (Employee & Employer), and shall forward the signed original agreement to PBI Payroll immediately.

Approved by:

Submitted and approved by:

Employee Signature

Authorized Officer of Employer

Date: _____

Date: _____

Employee Agreement – Direct Deposit Authorization
FURTHER TERMS AND CONDITIONS

(second page)

ACCURACY OF DATA:

I, (employee noted on the first page of this agreement), have hereby, of my own free will, made all of the data noted on the first page of this document available, have reviewed it for accuracy, and ask that this direct deposit service be implemented at the earliest convenience of my bank, my employer, and any other company or entity as may be involved.

TIMING / CONDITIONS / LIMITATIONS:

I fully understand and agree that deposits are normally made available one banking day following receipt of collected funds from my employer, or two (2) banking days following payroll check date, and that this Authorization can take up to three (3) pay periods to activate. Direct Deposit Financial services are provided in accordance with PBI Payroll's Power of Attorney, General Terms and Conditions, "PBIPayroll Payroll Processing & Payroll Tax Processing (EFT) Agreement," ACH Agreements, etc. with employer and the limitations and restrictions of the National Automated Clearing House Association (NACHA). I may cancel my participation in PBI Payroll's direct deposit service at any time.

EMPLOYER MUST FUND:

I fully understand and acknowledge that PBI Payroll is not my employer and is not responsible for funding my employer's payroll obligations, and should my employer fail to provide the required funds to cover all employer payroll obligations including my direct deposit, I agree that each of my direct deposits may be retroactively reversed by PBI Payroll and/or its financial institutions, and these funds may be debited/charged/removed from my account and/or any bank account(s) I may establish in the future until PBI Payroll and its financial institutions is/are fully funded for my employer obligations.

BUSINESS TRANSACTION:

I hereby understand and agree that my direct deposit(s) as requested shall be treated by PBI Payroll or its financial institutions as a business transaction and as such shall be designated as a Cash Concentration or Disbursement (CCD) item per National Automated Clearing House Association (NACHA) Rules and Regulations.

BANK SERVICE/ BANK PAID FEES:

My bank, or other financial institution brought direct deposit services to my attention, is offering direct deposit programs and requested and/or required that I implement a direct deposit program/service with them. Please forward my direct deposit funds and any fees/charges for initiating and servicing my direct deposit to my bank or the receiving financial institution(s). Should my financial institution fail or for any reason refuse to pay the associated fees/charges I will personally guaranty such payment(s) and hereby authorize a debit to my account(s) concurrent with the transfer of direct deposit funds to my account.

GUARANTY:

Should my employer not make the required funds available to cover my direct deposit, by error, design, or otherwise, and fully comply with its obligations to PBI Payroll and/or its financial institutions, I personally guaranty the return of all funds deposited to my account via the PBI Payroll direct deposit service(s).

GENERAL PROVISIONS:

The provisions of this Agreement are severable and should any of its specific provisions be deemed invalid, then only that provision shall fail and the remainder of the Agreement shall be of full force and effect. PBI Payroll services are provided in accordance with the limitations and restrictions so afforded the financial institutions PBI employs/contracts, the National Automated Clearing House Association (NACHA), and the terms of this Agreement. Should the NACHA terms, PBI Payroll terms, and/or the associative terms of other agreements PBI executes be in conflict then the terms of this Agreement shall prevail. This Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would impose liability upon one party for the act or failure to act of the other or as providing either party with the right, power, or authority (express or implied) to create any duty or obligation of the other party. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and there are no representations, understandings or agreements relative hereto which are not fully expressed herein. This Agreement may only be amended in writing and signed by authorized representatives of both parties. This Agreement shall be governed by and construed in accordance with the laws, other than choice of law rules, of the state of New York.